



## INVITATION TO BID

[www.duvalschools.org/purchasing](http://www.duvalschools.org/purchasing)

December 06, 2013

**Buyer:** Louis Mitchum

**Phone:** 904-858-4835

**Bid Number:** ITBE-027-14/LM

**Bid Title:** TELECOM SERVICES: VOICE

**Term of Bid:** From date of award through June 30, 2017 with renewal options.

**Opening:** **Thursday, January 16<sup>th</sup>, 2014 at 2:00 p.m.** Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

**Submit Bid To:** DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

**Special Requirements:** E-Rate form 470 filed for this bid, SPIN# required. (See SC #4)

### BIDDER ACKNOWLEDGEMENT

**This form must be completed, returned, and include an original manual signature for bid to be considered.** By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Federal ID # or SS #: \_\_\_\_\_ Duns #: \_\_\_\_\_

If you are a certified minority, state certifying agency: \_\_\_\_\_

**Payments will be made in accordance with Florida Statute 218.**

**Form of Payment** accepted: Credit Card \_\_\_\_\_ (see Special Condition #30)  
Initial

Delivery can be made within \_\_\_\_\_ calendar days after receipt of order.

Addenda \_\_\_\_\_ through \_\_\_\_\_ received. (if applicable) **SPIN #** \_\_\_\_\_

Original Manual Signature of Authorized Representative: \_\_\_\_\_

Printed/Typed Name of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-08-107288-57C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Services" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil **will not** be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

**CONFLICT OF INTEREST CERTIFICATE**

Bidder **must** execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

**SECTION I**

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**SECTION II**

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name of Certifying Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

### SUBMISSION OF BIDS

**Bids must be submitted prior to the time set for opening.** Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. **Late bids are not considered** and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using <http://www.timeanddate.com/worldclock/results.html?query=jacksonville>.

### **\*\*\*\*\* NOTE \*\*\*\*\***

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

### BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

### AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled "Posting of Bid Recommendation". Bid Tabulation will be posted on the web after contract award has been made.

[www.duvalschools.org/purchasing](http://www.duvalschools.org/purchasing) or [www.demandstar.com](http://www.demandstar.com)

Bid results or award recommendations will not be given by telephone.

### POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**

## DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

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VENDOR'S SIGNATURE/DATE

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COMPANY NAME

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Name

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Signature

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ITBE 027-14/LM

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PR/Award or Project Name

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Title

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Date

## **AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS**

- 1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter "Hearing Officer") immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 *infra*, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4<sup>th</sup> calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.
- 2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.
- 3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.
- 4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
- 5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.
- 6) The Hearing Officer shall issue his/her decision within two (2) working days of the completion of the protest hearing.
- 7) The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.
- 8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.
- 9) Any protest specification objection shall be generally treated as set forth in paragraph 1 *supra*. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.

BID NO. ITBE-027-14/LM  
TELECOM SERVICES: VOICE  
Opening Date: January 16, 2014

**NO-BID FORM**

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools  
Purchasing Services  
4880 Bulls Bay Highway  
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

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Name of Firm: \_\_\_\_\_  
Signature and Title: \_\_\_\_\_  
Street Address or P.O. Box: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.



## SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish firm prices and a source of supply for telecommunication services, and voice, to be purchased by Duval County Public Schools (DCPS) for the period from date of award through June 30, 2017.  
  
Services required herein will commence July 1, 2014. The period from date of award through June 30, 2014 is to allow for any transition/set-up requirements necessary to insure a smooth transition of services between AT&T, whose current contract ends June 30, 2014, and the awarded contractor for this bid, if applicable.
2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for two additional one year periods, subject to the same provisions, terms, conditions, specifications and pricing in accordance with Special Condition #8.
3. **AWARD:** Will be by item or all-or-none group, as indicated on the Bid Proposal Form. All items within a group must be bid for an all-or-none award. Note that this is a source of supply bid; all items in a group will not necessarily be ordered at one time.  
  
**For purposes of evaluation, this form will be interpreted as follows:**  
**Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of \$0 will be deemed "included at no charge".  
**Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or "as specified" is entered the item will be considered to have insufficient information to evaluate.  
**Failure to respond as requested may result in rejection of item(s) as non-responsive.**
4. **E-RATE ELIGIBILITY:** E-Rate Form 470 has been filed for this bid to enable DCPS to apply for E-Rate funding for items purchased. It is understood that not all items purchased against this bid will be E-Rate eligible. Vendor must maintain a valid Service Provider Identification Number (SPIN#) for term of this contract, including any subsequent renewals. Vendors who are not listed as having a current SPIN# with the Universal Service Administrative Company (USAC) at time of bid submission will be considered non-responsive and ineligible for award. Additional information regarding SPIN# is available at <http://www.universalservice.org/sl/providers/step01/default.aspx> or 888-641-8722.  
  
In addition, in accordance with USAC policy, DCPS reserves the option to specify whether customer bills will be the total cost of services or only the customer's non-discount share. In accordance with FCC and USAC payment option policy, service providers may provide applicants with discounted bills and submit the SPI to request payment from USAC for the amount of USF support to be paid. Or, service providers and applicants may jointly submit the BEAR when the applicant has paid the entire cost of services to the service provider. In all cases, USAC pays support to the service provider. The following link provides additional information regarding the E-Rate invoicing options: <http://www.universalservice.org/sl/applicants/step11/>
5. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about January 30<sup>th</sup>, 2014 and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

6. **QUESTIONS:** Any questions and/or request for additional information should be directed to Louis Mitchum in Purchasing Services, via email at [mitchuml@duvalschools.org](mailto:mitchuml@duvalschools.org) placing this bid number (ITBE-027-14/LM) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **January 8<sup>th</sup>, 2014**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

7. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than **as expressly designated** in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents' bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT'S existing contract(s) for the materials or services addressed in this ITB.

8. **PRICING:**

Prices shall be **inclusive of ALL costs** (including administrative cost for submission of all required paperwork on our behalf and any other costs) and will be the only compensation given the contractor for the required services herein.

Services NOT Covered By Specifications: When DCPS requires related services, including installation, that are not a part of the specifications herein, the Telecommunications Supervisor may request a written quote for those services. DCPS may, at its sole discretion, elect to procure those services from the contractor in accordance with this contract **or** may elect to procure them elsewhere. If the Telecommunications Supervisor elects to procure the service(s) from the contractor, a separate purchase order or Telecommunications Service Request (TSR) will be issued.

Pricing will be reviewed on an annual basis by group as detailed below. Any adjustment agreed upon will become effective the following July 1.

Escalation/De-escalation, Group A: DCPS will consider an increase/decrease based on published tariff rate/list price at time of renewal with consideration given to maintaining the same percentage discount as originally bid.

Escalation Provision, Group B: DCPS will consider an increase due to inflation provided the proposed price increase does not exceed the lesser of 5% or the rate of inflation as determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items (1982-84=100), published by the U.S. Bureau of Labor Statistics, or any successor or substitute index appropriately adjusted for the prior 12 month period using the first-published CPI for the month immediately preceding the month of the new contract year. The contractor must request the increase in writing during this review process.

9. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

10. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer's standard packaging is different than the quantity listed, it shall be the vendor's responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.
11. **EXPENDITURES:** It is estimated that approximately \$2,700,000 will be spent against this bid annually. No firm statement of quantity, totally or individually, can be made. This estimate is for information only and does not bind the Duval County School Board to make any purchases for items quoted. Estimated expenditures are based on current usage.
12. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and the make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.
13. **RESPONSE TIME:** Contractor agrees to commence the work under this upon receipt of TSR(s). Contractor shall be able to install circuits within 30 calendar days ARO for sites with available infrastructure and complete all services within 120 calendar days after the date of first installation. Work on a specific job shall be completed in accordance with timeline mutually agreed to as stated on TSR. The Telecommunications Supervisor must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an emergency situation, DCPS will have the option procure services elsewhere.

If the contractor is providing work which, in the opinion of DCPS, is contrary to the contract requirements, DCPS shall have the right to stop the work until a review and resolution can be attained. Failure to provide services in accordance with the above instructions may result in the bidder being disqualified from conducting business with Duval County Public Schools.

14. **SERVICE LEVEL REQUIREMENTS:**

**A)** Contractor shall provide an assigned contact person with a local Jacksonville or toll free telephone number 15 days after award of the contract and keep this information updated for the life of the contract. This individual will be the contact for all matters related to this bid award including service requests and problem-reporting. This individual shall have the ability to dispatch and manage Contractor technicians for DCPS trouble reports. This individual shall have the ability to escalate any trouble report within their organization to secure the necessary Contractor resources to resolve the reported voice or data service trouble within the prescribed time limit. This individual shall provide the DCPS Telecommunications Supervisor or designated representative with an email address, direct office telephone number and mobile service (cell phone) contact number to be used by the DCPS. This individual or Contractor designated representative will be available for DCPS trouble call receipt, dispatch and handling during after-hour work time, nights, weekends and/or holidays, as required by the DCPS.

**B)** Contractor shall coordinate all cutovers with the DCPS Telecommunications Supervisor or designated representative to plan and minimize interruption of service. Preferred cutover times are between 7:30 AM and 4:30 PM, Monday through Friday. However, based on the nature of the service implemented, changes and cutovers could be completed after normal work hours, nights, weekends, as coordinated and approved by the DCPS Technology Division/Telecommunications Supervisor. Any Contractor overtime charges will need to be pre-approved and allocated prior to overtime work completion by the Contractor. Failure by the Contractor to secure pre-approval for overtime work and charges from the DCPS Technology Division could result in the contractor not being paid for overtime work by the DCPS, even if the overtime work is completed by the Contractor.

**C)** Contractor shall have their technician onsite to jointly conduct the cutover along with the designated DCPS Technical Representative.

**D)** Contractor shall meet the response times district-wide for reported service outages as stated in **Attachment A**.

15. **REFERENCES:** Each Bidder is required to submit a list of three (3) references, other than DCPS, using the format in **Attachment B**, in order to verify satisfactory performance. The Bidder must be the prime contractor for each client/contract referenced. All references shall be for work performed over the last three (3) years at commercial, educational and/or institutional complexes for contracts of comparable size. At least one contract/customer shall have multiple locations. All three (3) contracts/customers shall have been serviced for a minimum of one year. Unsatisfactory references may result in the Bidder not being considered for award. **Bids received without references will be considered non-responsive.**
16. **FAMILIARITY WITH SITES:** DCPS has Administrative offices located at various sites throughout the county. Each bidder is encouraged, prior to submitting his bid, to examine the sites to determine the extent of the work involved and the conditions under which the services to be rendered will be executed. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all the site conditions. The failure to familiarize himself with the sites shall in no way relieve him from any obligations with respect to his bid.
17. **LABOR AND MATERIAL:** The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work.
18. **SUB-CONTRACTORS:** DCPS must approve all sub-contractors in writing prior to them performing any work under this contract. All requests for sub-contractors shall be submitted in writing to the Telecommunications Supervisor. The vendor will be fully responsible to DCPS for the acts and omissions of the sub-contractor and its employees. All responsibilities relating to the performance of this contract shall remain the responsibility of the vendor.
19. **COMMUNICATIONS:** after the contract has been awarded, the contractor shall then forward all communications, including invoices, to:  
     DCPS Telecommunications Supervisor  
     Team Center A – Technology Division  
     4019 Boulevard Center Drive  
     Jacksonville FL 32207  
     904.348.7151 / 904.962.7882
20. **PERSONNEL CONDUCT:** All individuals performing services under this contract shall adhere to DCPS rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any DCPS sites. Additionally, all individuals will adhere to and comply with the requirements as set forth. Contractor shall notify department or school office personnel and follow customary check-in procedures when they are physically on-site at any DCPS facility. All contractor personnel are required to wear clothing identifying contractor by either name or logo, and to have in possession and present upon request, by DCPS personnel, a form of picture identification (i.e. - driver's license, ID card) AND a DCPS Vendor Badge.  
  
     Failure of Contractor's personnel to adhere to DCPS rules and regulations described herein will result in removal of the individual(s) from the job site.

21. **USE OF SITE / SAFETY:** The contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall take all reasonable precautions for the safety and shall provide all reasonable protection to prevent damage, injury or loss to persons, students and employees of DCPS. The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they are applicable.
22. **CLEAN UP:** The contractor at all times shall keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, shall remove all waste materials and rubbish from and about the work site as well as tools, equipment, machinery and surplus materials. Use of school dumpsters is not permitted for disposal of contractor material. If the contractor fails to clean up at the completion of the work, DCPS may do so and the cost shall be charged to the contractor. Any costs caused by defective or ill-timed work shall be borne by the contractor. **All damage to fences, structures, sod, or other property will be promptly repaired at the contractor's expense.**
23. **PERMITS, FEES, and NOTICES:** The contractor shall secure and pay for permits when required and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations without such notice to DCPS, shall assume full responsibility therefore and shall bear all costs attributable thereto.
24. **INSURANCE:**
  - A. Description of the VENDOR/CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, at the VENDOR/CONTRACTOR's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement.
    1. **Workers' Compensation/Employers' Liability.** The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.
      - (a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.
      - (b) The policy must be endorsed to waive the insurer's right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.
      - (c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages

customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead

(b) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include DCPS and DCPS's members, officials, officers and employees as "additional insureds" on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of \$1,500 per occurrence. The VENDOR/CONTRACTOR shall pay on behalf of DCPS or DCPS's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS's member, official, officer or employee for which the DCPS or DCPS's member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection

with this Agreement.

(b) DCPS and DCPS's members, officials, officers and employees shall be included as "additional insureds" in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS's members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000      Each Occurrence - Bodily Injury and Property Damage Combined

B. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS's members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the VENDOR/CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The VENDOR/CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the VENDOR/CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Agreement for the VENDOR/CONTRACTORS must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect

to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS's member, official, officer or employee.

E. The VENDOR/CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

**NOTICE:** Proof of the above required insurances must be provided by the VENDOR/CONTRACTOR prior to award by DCPS. Failure to provide the required proof of insurances may result in recommendation for award to an alternate VENDOR/CONTRACTOR.

25. **FAMILIARITY WITH LAWS:** The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.
26. **JESSICA LUNSFORD ACT (when applicable):** At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [www.duval.sofn.net](http://www.duval.sofn.net) ) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.
27. **FEDERAL FUNDS:** The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.
28. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.



29. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**  
This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.  
  
The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.
30. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.
31. **AVAILABILITY OF FUNDS:** The obligations of Duval County Public Schools under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.
32. **MOST FAVORED CUSTOMER STATUS:** The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.
33. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.
34. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.
35. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business

with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.
37. **CANCELLATION:** The Director of Purchasing, by written notice, may cancel, in whole or in part, any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.
38. **FORCE MAJEURE:** Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and it's probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 37. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.
39. **PURCHASES BY OTHER PUBLIC ENTITIES:** Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).
40. **TRANSITION ASSISTANCE:** In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement TELCOM SERVICES-VOICE Agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.
41. **PUBLIC RECORD:** Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.

Thereafter, all bid documents or other materials submitted by all bidders in response to this ITB will be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a bidder asserts any portion of its bid is exempt or confidential from disclosure under Florida's public records, the burden shall be on the bidder to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida's public records laws and also timely provide a certified copy of such protective order to the District prior to the District's release of such information into the public domain.

**For purposes of evaluation, this form will be interpreted as follows:**

**Unit price:** Unit price should be numeric. Unit prices left blank will be deemed “no bid”, and a unit price of \$0 will be deemed “included at no charge”.

**Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or “as specified” is entered the item will be considered to have insufficient information to evaluate.

**Failure to respond as requested may result in rejection of item(s) as non-responsive.**

Item	Est. Qty. Unit	Description	Unit Price	Total Price
<p><b>Items 1 through 58 Awarded all-or-none. Vendor must bid all items.</b></p> <p style="text-align: center;"><b>GROUP A – Services Items #1 - #24</b></p>				
<p><b>Items #1 through #6 shall be:</b></p> <p><b>Channelized DS-1 Services for Dial-tone provisioning and the SS7 signaling circuits on a SS7 (Signaling System 7) Network</b></p> <p>Provide channelized DS-1(B8ZS, ESF) Digital Facility Services between the Duval County Public School System Nortel CS-2100 Main Communications System located at 4019 Blvd Center Drive, Jacksonville, FL to support Direct Inward Dial (D.I.D.) &amp; Direct Outward Dialing (D.O.D) trunking capability from the Incumbent Local Exchange Carrier (ILEC) Clay Street (424 Pearl Street) and San Marco (2048 Hendricks Avenue) central offices.</p> <p>All DS-1(Digital Service-1) services supplied must terminate on DCPS premises in an ILEC (Incumbent Local Exchange Carrier) provided “smart Jack” (RJ48x or equivalent) equipment racking for loop back and remote testing by the ILEC. These terminations must be provided and connected to an industry Standard RJ 21-X customer connection interface regardless of the service transport facility (Copper or Fiber optic). <u>See Appendix B for Conduit and Electrical requirements.</u></p> <p>All DS-1 services supplied must accommodate, and interoperate with the industry standard Signaling System 7 (SS7) signaling network for transport and SS7 service that draw dial tone from the incumbent Local Service Offices listed below.</p>				
1. 96 MO (8 circuits x 12 mo)		<p>AT&amp;T San Marco LSO (LOCAL SERVING OFFICE) (Local Serving Office), 2048 Hendricks Avenue, (8) Channelized DS-1 service facilities that provide 2 way SS7 Signaling to support 2405 active Direct Inward Dialed telephone numbers.</p> <p>Include costs for the DS-1 circuits, the cost of 192 voice grade 64kbbps channels, the channelization common equipment in the AT&amp;T San Marco Central office.</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>

**BID PROPOSAL FORM**  
ITBE-027-14/LM

Name of Bidder: \_\_\_\_\_

<p><b>2. 12 MO</b> (1 circuits x 12 mo)</p>	<p>AT&amp;T San Marco LSO (Local Serving Office), 2048 Hendricks Avenue, (1) DS-1 Service facility for Main A-link that draws dial tone from the AT&amp;T San Marco LSO (LOCAL SERVING OFFICE), (10) Central Office combination trunk channels for 411 service, 2 Channels for 911 services. Include costs for the DS-1 circuits, the cost of the 10) voice grade 64kbps (<b>kilobit per second</b>) channels, the channelization common equipment and dial-tone in the AT&amp;T San Marco Central office.</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>
<p><b>3. 24 MO</b> (2 circuits x 12 mo)</p>	<p>From the AT&amp;T Clay Street LSO (LOCAL SERVING OFFICE), 424 North Pearl Street provide (2) Channelized DS-1's (digital service facilities) as overflow backup trunking for the San Marco Central Office circuits listed in Item # 2. Include costs for the DS-1 circuits, the cost of 48 voice grade 64kbps channels, the channelization common equipment and dial-tone in the AT&amp;T Clay Street Central office</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>
<p><b>4. 12 MO</b> (1 circuits x 12 mo)</p>	<p>AT&amp;T Clay Street LSO (LOCAL SERVING OFFICE), 424 North Pearl Street (1) DS-1 digital service facility for Backup service for the A-link control circuit from the AT&amp;T San Marco Central Office. Include costs for the DS-1 circuits, the cost of 12 voice grade 64kbps channels, the channelization common equipment and dial tone in the AT&amp;T San Marco Central office</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>
<p><b>5. 24 MO</b> (2circuits x 12 mo)</p>	<p>Two (2) CCS7 ( Common Channel Signaling 7) interoffice channels between the SS7 ( Signaling System 7) S.T.P. ( Signaling Transport Points) nodes located in the AT&amp;T Clay Street central office ( 424 Pearl Street, Jacksonville ) and the AT&amp;T San Marco Central Office ( 2048 Hendricks Avenue, Jacksonville) which includes the signaling connections and terminations</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>
<p><b>Item #6 shall be:</b></p> <p><b>Channelized DS-1's Service for Out dial service only:</b> From the AT&amp;T San Marco LSO (local Serving Office), 2048 Hendricks Avenue, Jacksonville, provide (2) Channelized DS-1(B8ZS,ESF) Digital Facility Services between the DCPS Nortel CS-2100 Main Remote Communications Switch located at 1701 Prudential Drive , Jacksonville, FL for Direct Outward Dialing (D.O.D) trunking capability. All DS-1 services supplied must terminate in an ILEC provided "Smart Jack" (RJ48x or equivalent) equipment racking for loop back and remote testing by the ILEC. These circuits should be interoperable with industry standards <b>Signaling System 7</b> (SS7) out of band signaling network for transport and SS7 service that provides dial tone service from the incumbent Local Service Offices listed.</p>			

**BID PROPOSAL FORM**  
ITBE-027-14/LM

Name of Bidder: \_\_\_\_\_

<p><b>6. 24 MO</b> (2 circuits x 12 mo)</p>	<p>AT&amp;T Street LSO (local Serving Office), Jacksonville, provide <b>(2)</b> Channelized DS-1's with 48 active voice level 64kbps channels for 1-way D.O.D (Direct Outward Dialing), as backup voice grade circuits for the Nortel CS 2100 Remote Communications Switch at 1701 Prudential Drive.</p> <p>Include costs for the DS-1 circuits, the cost of 48 voice grade 64kbps channels, the channelization common equipment and the outward only dial-tone in the AT&amp;T San Marco Central office.</p> <p><u>See <b>Appendix B</b> for Conduit and Electrical requirements.</u></p> <p>These circuits will need to be active at all times, since they are used when the CS 2100 Remote system controlling DS-1's are inoperable or during out of hour testing by the DCPS technology group.</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$ _____ Per unit Per month</p>	<p>\$ _____ Total</p>
<p><b>7. 28,860 MO</b> (2405 telephone numbers x 12 mo)</p>	<p><b>Local Exchange Service: Direct Inward Dialed Telephone services and assigned number ranges</b></p> <p>For Items 1-5 provide the monthly unit costs for use of D.I.D (<b>D</b>irect <b>I</b>nward <b>D</b>ial) telephone numbers to be transmitted over the above voice grade channelized DS-1s in items 1-4. The DCPS currently uses <b>2405</b> D.I.D numbers in the following area code and exchange ranges of 904-390; 904-348; 904-858 from AT&amp;T Southeast (Local Exchange Carrier) and the DCPS will retain those telephone numbers and telephone number ranges under the number portability rules of the Telecom Act of 1996. In the future, DCPS will need to add additional telephone numbers to these existing number ranges.</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$ _____ Per unit Per month</p>	<p>\$ _____ Total</p>
<p><b>8. 180 MO</b> (15 units x 12 mo)</p>	<p><b>Local Exchange Service: Single Line analog Business line service</b></p> <p>Provide unit rate for (15) an analog voice grade type Business grade single line service which uses a local seven digit telephone number to support inward and outgoing calling for Facsimile machines, dial up modem services, and single telephone instruments, and does not use a separate dial access code to receive dial tone for making outgoing calls. These terminations must be provided and connected to an industry Standard RJ( <b>R</b>egistered <b>J</b>ack) 21-X customer connection interface regardless of the service transport facility (Copper or Fiber optic)</p> <p>This service must have the ability to send industry standard CLID, have toll ( zero and one) 10 digit number blocking, <i>if needed</i>, special prefix blocking (411, 900, 976, 555, etc.), if needed, touchtone out-dialing, allow all toll free calling number prefixes (1-800, 877, 866, 888), have to ability have Long Distance equal access service provider assigned.</p> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$ _____ Per unit Per month</p>	<p>\$ _____ Total</p>

<p><b>9. 48000 MO</b> (4000 call records x 12 mo)</p>	<p><b>Automatic Number Identification Web based Database service for Direct Inward Dialed Telephone number and address identification to the local 911 PSAP emergency reporting center handled by the City of Jacksonville.</b></p> <p>This service provides the DCPS the ability to send the correct telephone and address to the City of Jacksonville 911 Center regardless of the end-user's physical location within the Nortel CS 2100 System</p> <p>Enables the DCPS, to build and maintain the accuracy of our ILEC PRI and D.I.D. station numbers and addresses originated from multiple locations served by the Nortel CS 2100 Communications System.</p> <p>Able to serve more than 4000 D.I.D telephone numbers (as call records) with the ability for telephone number additions in incremental blocks of the number records.</p> <p>Call Records will be validated and posted to AT&amp;T's 9-1-1 ALI database and reports them to the local 911 Emergency PSAP reporting center with correct address and telephone number.</p> <p>Service must provide a Web based customer access tool for input and updates of telephone number adds, moves, and deletions.</p> <p>The service provider will provide the below system services</p> <ul style="list-style-type: none"> <li>*Assist as the Systems Integrator for the DCPS Connectivity provider</li> <li>*Assignment of Telephone Number ranges and ongoing updates</li> <li>*Assist with Initial customer provided database load to the service providers central office based ALI (Automatic Line Identification) database router connected to the City of Jacksonville 911 PSAP center</li> <li>*The provider will work with the DCPS technology center for proactive Error resolution without additional costs</li> <li>*The provider will provide ongoing Helpdesk support via a toll free number access for use by the DCPS technology center</li> </ul> <p>Current tariff or list price \$_____, bid at _____% discount.</p>	<p>\$_____</p> <p>Per unit</p> <p>Per month</p>	<p>\$_____</p> <p>Total</p>
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**Items #10 through #24 shall be:**

**Central Office based Dial Tone services for individual school and administrative offices :**

The DCPS uses a ILEC (*Incumbent Local Exchange Carrier*) central office based Telecommunications system for local dial tone service (*ILEC trade named "Centrex"®*) provided by an arrangement of central office switching common equipment and end-user station lines for telecommunications service and intercommunicating among the 170 district school locations and some district administrative sites, not serviced by the Nortel CS 2100 Communications System located in the DCPS Technology Center. Each of these central office telecommunications systems provides all of the same station end-user telephone calling capabilities of 2-10 digit dialing and access code out-dialing plus feature set capabilities of a customer premises based Private Branch Exchange (PBX) telecommunications systems.

DCPS is asking for the same (ILEC/CLEC [*Incumbent Local Exchange Carrier/Competitive Local Exchange Carrier*] provided) or like Central office based Telecommunications systems to service all of the current and future 170 schools plus administrative locations based on the below systems and user information.

These central office based telecommunications systems are located in (14) ILEC central office comprised of 3284 analog/digital end-user station lines, with the ability to add additional station user lines. These (14) Central office switching systems are comprised of AT&T 1AESS, AT&T #5ESS, Nortel DMS 100 and Siemens digital systems. The end-user station lines are assigned an ILEC supplied unique seven (7) digit telephone number and the DCPS will retain all of the 3284 unique telephone numbers and the existing reserved telephone number ranges as assigned by the existing ILEC. Each Central Office end-user station line is provided to the DCPS premises via the existing ILEC copper/fiber optic backbone network facilities.

The end premises demarcation interface is a industry standard RJ21x (**Registered Jack 21-X**) analog electrical interface. These services are used to provide analog voice grade telephone services for connection to the DCPS provided Key/Hybrid telephone systems, facsimile machines, analog dial modems, or any telecommunications equipment that will access an analog voice grade telephone line. See **Appendix B** for Conduit and Electrical requirements.

Each of the end-user station line is assigned an individual seven (7) digit local exchange telephone number to allow incoming calls to the DCPS owned telephone equipment. Each station line user is assigned a standard feature set selected from the attached Appendix-A. Each individual user feature set can be comprised of one or more of the features listed in **Appendix-A**.

**Appendix-A** is the list of minimum features that need to be provided by the successful bidder. The successful bidder can supply a list of other available standard station user features in addition to the list of features in Appendix-A, but those additional features will not be considered with this bid. The features listed in Appendix-A is the minimum feature requirements that must be supplied with this bid.

The central office based telecommunications systems allows the end-user to make local and long distance outgoing calls by dialing a single digit access code from the end-user station line; then dialing a seven digit local exchange telephone number or a ten digit long distance telephone number.

When making an outgoing telephone call, the end-user has access to two-way incoming and outgoing trunking lines, the end-user station lines have the feature capability to block unauthorized calling prefixes, i.e..900,976, 411, 555,etc., as designated by the DCPS technology division. Select end-user station lines will be allowed to dial toll free number .i.e. 1-800,866,877,888, etc, but restricted form direct dialed or operated assisted (0/1 access code prefixed calls).

	<p>There are 436 two-way calling trunk lines with hunting (rollover) service, engineered across the (14) ILEC central office based switching systems allocated on the calling volume of the particular ILEC central office switching system. These two way trunk lines are accessed by the end-user dialing a single digit access code, i.e."9" to acquired dial tone so a local seven (7) or ten (10) equal access long distance call can be initiated. The end-user station lines are used for connection through the local and long distance message ILEC/CLEC network to other subscribers on a dial access basis.</p> <p>The Central office based telecommunication switching system service is furnished from central office equipment located on ILEC/CLEC owned premises and associated facilities arranged to provide the following basic service capabilities/features.</p> <ol style="list-style-type: none"><li>1. Exchange and long distance message network calls may be made to station lines by dialing the number associated with that station line or attendant position.</li><li>2. Exchange and long distance message network calls may be made from station lines via direct outward dialing.</li><li>3. Station-to-station intercommunication via two to ten-digit dialing between station lines of the subscriber's system.</li><li>4. Outgoing long distance message calls dialed by a station line will be identified by the seven-digit station number. Only calls billed to the subscriber by the successful bidder will be provided this station user telephone number identification.</li><li>5. Touch-Tone out-dialing service on each station user line.</li><li>6. Common recorded announcement interception of calls to unassigned station numbers will be provided by the successful bidder.</li></ol> <p>Rerouting of calls that cannot be completed to the number originally dialed will be offered either standard Intercept or Automatic Number Referral.</p> <ol style="list-style-type: none"><li>1. Intercept - Incoming calls from the ILEC/CLEC local dial exchange network and any equal access carrier's long distance message networks to unassigned station numbers are intercepted by the same standard central office recorded announcement equipment used to intercept such calls for Exchange services. The announcement provided should state that the number called is not in service for intercommunicating calls to unassigned station numbers and should be intercepted by the ILEC/CLEC central office recorded announcement equipment which is common to all of the DCPS ILEC/CLEC provided service systems served out of the same office. The announcement states that the number is not in service and advises that the attendant or the directory number of the caller's system should be consulted.</li><li>2. Automatic Number Referral - Incoming calls to a telephone number that has been disconnected or changed may be routed to a mechanized announcement that tells the calling party that they have not reached the number they dialed, the reason the number is not in service and the new number to call, if available. Telephone numbers for station lines that are listed in the directory will be provided Automatic Number Referral (if desired) at no charge if disconnected or changed.</li></ol> <p>The DCPS is currently supplied two monthly billing management service CD-ROM disks from the existing ILEC service provider that provides the DCPS the ability to itemize monthly costs by end-user station line by DCPS cost center and allocate costs to these DCPS cost center. This Billing CD-ROM service provides a selection of preset detail reporting and the ability for the DCPS to create SQL search reports. This billing CD-ROM is sent each month with all of the local service line costs and incurred long distance costs by the end-user station line listed under the appropriate DCPS cost center. This monthly billing CD-ROM service is provided with on-line technical support to DCPS for no charge.</p>						
10. 24 MO (2x 12 mo)	<table><tr><td>Provide two (2) Standard common equipment systems for each Central Office based Switching</td><td>\$ _____ Per unit Per month</td><td>\$ _____ Total</td></tr><tr><td>Current tariff or list price \$ _____, bid at _____% discount.</td><td></td><td></td></tr></table>	Provide two (2) Standard common equipment systems for each Central Office based Switching	\$ _____ Per unit Per month	\$ _____ Total	Current tariff or list price \$ _____, bid at _____% discount.		
Provide two (2) Standard common equipment systems for each Central Office based Switching	\$ _____ Per unit Per month	\$ _____ Total					
Current tariff or list price \$ _____, bid at _____% discount.							



**BID PROPOSAL FORM**  
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Name of Bidder: \_\_\_\_\_

<b>11. 180 MO</b> (15x 12 mo)	Provide fifteen (15) Common equipment systems for each Central Office based Switching, customized by the successful bidder at the subscriber's request.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>12. 3,825 MO</b> (321 x 12 mo)	Provide 321 End-User Station Lines-Flat Rate monthly charge each.  Used to provide analog voice grade telephone services for connection to the DCPS provided Key/Hybrid telephone systems, facsimile machines, analog dial modems, or any telecommunications equipment that will access an analog voice grade telephone line.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>13. 24 MO</b> (2 x 12 mo)	Provide two (2) Station Links for 800 Service Termination Flat Rate.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>14. 5 MO</b> (5 x 12 mo)	Provide five (5) Station Links Terminated on Electronic Business Sets -Flat Rate.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>15. 35,556 MO</b> (2963 x 12 mo)	Provide 2963 End-User Station Lines Equipped with Caller ID--Flat Rate- monthly charge.  Used to provide analog voice grade telephone services for connection to the DCPS provided Key/Hybrid telephone systems, facsimile machines, analog dial modems, or any telecommunications equipment that will access an analog voice grade telephone line.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>16. 24 MO</b> ( 2 x 12 mo)	Provide two (2) End-User Station Lines Equipped with Caller ID and Message Waiting Lamp Indication.  Used to provide analog voice grade telephone services for connection to the DCPS provided Key/Hybrid telephone systems, facsimile machines, analog dial modems, or any telecommunications equipment that will access an analog voice grade telephone line.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total

**BID PROPOSAL FORM**  
ITBE-027-14/LM

Name of Bidder: \_\_\_\_\_

<b>17. 39,408 MO</b> (3284 x 12 mo)	Provide 3284 <u>Standard Features</u> -- <u>Per station line, Each</u> ( a selection of one more features from <b>Appendix –A</b> as a single flat rate per month per station line user )  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>18. 36 MO</b> (3 x 12 mo)	Provide two (2) Caller ID---Per system  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>19. 5,232MO</b> (436 x 12 mo)	Provide 436 Central office based network two-way trunk lines used for incoming and outgoing calling (for local exchange and Long distance out calling) with hunting (rollover) service.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>20. 24 MO</b> ( 2x 12 months)	Provide two (2) Primary Rate ISDN (PRI) Interface---(1) Per Termination in the ILEC/CLEC Central Office based telecommunications common equipment  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>21. 60 MO</b> (5x 12 months)	Provide five (5) Meet Me Conference bridges--- (1) Per conference number.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>22. 36 MO</b> (3 x 12 months)	Provide three (3) Station Controlled Conference bridges-----Per line.  Current tariff or list price \$_____, bid at _____% discount.	\$_____ Per unit Per month	\$_____ Total
<b>23. 1 EA</b>	SIP Trunking Elements required for SIP Delivery of Services for Centrex	\$_____ Per each	\$_____ Total
<b>24. 1 EA</b>	SIP Trunking Elements required for SIP Delivery of Services for CS2100 PBX	\$_____ Per each	\$_____ Total
<b>TOTAL GROUP A (Items #1 through #24)</b>		\$_____	

<b>GROUP B – INSTALLATION &amp; NON-RECURRING COST(S)</b> <b>Items #25 through #45</b>  <b>Items #25 through #58 shall be inclusive of all applicable charges.</b> Including but not limited to USOC (Universal Service Order Codes), provisioning, connection, site visit, labor tariff, etc.			
25. 16 EA	<b>Installation (non-recurring cost) of Channelized DS-1's and Signaling Service 7 connections in items # 1-6</b>  The Contractor is responsible for completing all work up to the point of handoff (demarcation point) for each of the services. The Customer's (DCPS) technicians/technology representative will connect the patch between the Vendor's demarcation point and the DCPS C.P.E. (Customer Premise Equipment). The contractor must be available when the Demarcation-to-CPE patch panel is made, to ensure and mutually agree that the new circuit is working as prescribed in the contract specifications.	\$ _____ Per each	\$ _____ Total
26. 2405 EA	Installation ( non-recurring cost) of Local Exchange Service: Direct Inward Dialed Telephone services and assigned number ranges Item# 7	\$ _____ Per each	\$ _____ Total
27. 15 EA	Installation ( non-recurring cost) of Local Exchange Service: Single Line analog Business line service-- Item # 8	\$ _____ Per each	\$ _____ Total
28. 4000 EA	Installation ( non-recurring cost) of Automatic Number Identification Web based Database service for Direct Inward Dialed Telephone number and address identification to the local 911 PSAP emergency reporting center handled by the City of Jacksonville. Item# 9	\$ _____ Per each	\$ _____ Total
29. 3 EA	Installation (non-recurring cost) of Basic Rate Interface Item #14	\$ _____ Per each	\$ _____ Total
30. 2 EA	Installation ( non-recurring cost) of Primary Rate Interface(PRI) Integrated Services Digital Network (ISDN) Item #15	\$ _____ Per each	\$ _____ Total

**BID PROPOSAL FORM**  
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Name of Bidder: \_\_\_\_\_

<b>31. 15 EA</b>	Installation (non-recurring cost) of Standard Common equipment Standard common equipment, each. Item #20.	\$ _____ Per each	\$ _____ Total
<b>32. 2 EA</b>	Installation (non-recurring cost) of Customized common equipment customized by the Provider at the subscriber's request,, each. Item #21.	\$ _____ Per each	\$ _____ Total
<b>33. 321 EA</b>	Installation (non-recurring cost) of Station Links-Flat Rate. Item #22.	\$ _____ Per each	\$ _____ Total
<b>34. 2 EA</b>	Installation (non-recurring cost) of Station Links for 800 Service Termination Flat Rate. Item #23.	\$ _____ Per each	\$ _____ Total
<b>35. 5 EA</b>	Installation (non-recurring cost) of Station Links Terminated on Electronic Business Sets/-Flat Rate. Item #24.	\$ _____ Per each	\$ _____ Total
<b>36. 2963 EA</b>	Installation (non-recurring cost) of Station Links Equipped with Caller ID—Flat Rate. Item #25.	\$ _____ Per each	\$ _____ Total
<b>37. 2 EA</b>	Installation (non-recurring cost) of Station Links Equipped with Caller ID and Message Waiting Lamp Indication. Item #26.	\$ _____ Per each	\$ _____ Total
<b>38. 3284 EA</b>	Installation (non-recurring cost) of Standard Features--Per station line, Each ( <i>a selection of one more features from Appendix –A as a single flat rate per month per station line user</i> ). Item #27.	\$ _____ Per each	\$ _____ Total
<b>39. 2 EA</b>	Installation (non-recurring cost) of System wide Caller ID---per system. Item #28.	\$ _____ Per each	\$ _____ Total
<b>40. 436 EA</b>	Installation (non-recurring cost) of 436 Central office based network two-way trunk lines used for incoming and outgoing calling (for local exchange and Long distance out calling). Item #29.	\$ _____ Per each	\$ _____ Total
<b>41. 2 EA</b>	Installation (non-recurring cost) of Two (2) ILEC/CLEC Primary Rate ISDN (PRI) Interface--- (1) per termination. Item #31	\$ _____ Per each	\$ _____ Total
<b>42. 5 EA</b>	Installation (non-recurring cost) of five (5) Meet Me Conference--- (1) Per conference number. Item #32	\$ _____ Per each	\$ _____ Total
<b>43. 3 EA</b>	Installation (non-recurring cost) of three (3) Station Controlled Conference bridges----Per line. Item #33.	\$ _____ Per each	\$ _____ Total
<b>44. 1 EA</b>	Installation (non-recurring cost) for Centrex SIP Trunking	\$ _____ Per each	\$ _____ Total
<b>45. 1 EA</b>	Installation (non-recurring cost) of CS2100 SIP Trunking	\$ _____ Per each	\$ _____ Total

BID PROPOSAL FORM  
ITBE-027-14/LM

Name of Bidder: \_\_\_\_\_

	<b>TOTAL GROUP B (Items #25 through #45)</b>	<b>\$</b> _____
	<b>TOTAL BID FOR THIS CONTRACT</b>	<b>\$</b> _____
<p><b>Primary Contact</b> in accordance with SC#14</p> <p>Name _____ Phone # _____</p> <p>Email _____ Cell# _____</p>		

Will your solution require DCPS Implementation to change their equipment/configuration?

Yes \_\_\_\_\_ No \_\_\_\_\_

## **SERVICE LEVEL AGREEMENT**

### **(Supplement to Special Condition #14)**

**Contractor shall meet the following response times district-wide for reported service outages.**

**1) Voice Grade Services:** Centrex, Primary Rate ISDN, Basic Rate ISDN

Voice Grade services will be available 24 hours per day, 7 days per week, except for scheduled preventive maintenance by the DCPS Technology Division or the Successful Bidder. With scheduled maintenance by the successful Bidder, the DCPS Technology Division will be notified by email or fax within five days of the successful Bidder's scheduled maintenance window that affect DCPS services. The Successful Bidder's maintenance window will not occur during the normal DCPS working hours unless pre-approval by DCPS is received. The scheduled maintenance window should occur during the earlier morning hours, preferably from midnight to 5:00 AM.

Repeated outages for a particular group of services, over a six month time frame, without resolution, and/or failure to meet these established timelines may result in termination of the contract for noncompliance.

**SLA Restoration time**

Six (6) hour restoration of service from the time vendor was notified of problem by DCPS (service technician is considered dispatched at this time). Total time from notification to restoration of service should not exceed six (6) hours unless approved by the telecommunication supervisor.

**Non-Compliance or failure to meet** the stated service level commitments for the Voice Grade Service, the Contractor will credit the DCPS as follows:

- 1) Service restored more than six (6) hours, but less than 24 hours after notification will yield a one (1) day billing credit for all affected services.
- 2) Service restored in 24 or more hours but less than 48 hours after notification will yield a one (1) week billing credit for all affected services.
- 3) Service restored 48 hours or longer after notification will yield a 14 calendar day billing credit for all affected services.

**REFERENCES**

The Bidder must be the prime contractor for each client/contract referenced. All references shall be for work performed over the last three (3) years at commercial, educational and/or institutional complexes for contracts of comparable size. At least one contract/customer shall have multiple locations. All three (3) contracts/customers shall have been serviced for a minimum of one year. (Refer to SC #15)

- 1) Client: \_\_\_\_\_ City, State: \_\_\_\_\_  
Term of Contract: \_\_\_\_\_ Number of Locations: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_
- 2) Client: \_\_\_\_\_ City, State: \_\_\_\_\_  
Term of Contract: \_\_\_\_\_ Number of Locations: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_
- 3) Client: \_\_\_\_\_ City, State: \_\_\_\_\_  
Term of Contract: \_\_\_\_\_ Number of Locations: \_\_\_\_\_  
Contact Person : \_\_\_\_\_ Phone # \_\_\_\_\_  
Email: \_\_\_\_\_  
Brief Description of Services: \_\_\_\_\_  
\_\_\_\_\_

## Evaluation Matrix

#		Total Points Available	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1	Cost of E-rate Eligible Products and Services	40					
2	Cost of E-Rate Ineligible Products and Services	30					
3	Experience	20					
4	Implementation/costs required by DCPS	10					

Total Points	100	0	0	0	0	0
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## **APPENDIX A:**

**Central Office based service for individual school and administrative office dial tone services:  
Minimum Feature set listing— All must be available and provided in this bid response**

Anonymous Call Rejection, per line  
 Call Forwarding Busy Line Fixed (All calls unrestricted) (Forwards all calls)  
 Call Forwarding Don't Answer Fixed (All calls unrestricted)  
 Call Forwarding Variable, Per line - With Ring Reminder  
 Call Forwarding Variable, Per line - Without Ring Reminder  
 Call Hold, Permanent, Per line  
 Call Hold, Per line - With Other Flash Features on line  
 Call Pickup, Per line  
 Call Tracing, Per line  
 Call Waiting Exempt, Per line  
 Call Waiting Originating, Per line  
 Caller ID Deluxe, Per line  
 Caller ID Number Only, Per line  
 Code Restriction of 011, Per line  
 Code Restriction of 10XXX and 101XXXX, Per line  
 Code Restriction of 411, Per line  
 Code Restriction of 900, Per line  
 Code Restriction of N11, Per line  
 Code Restriction of 0+/0- and 00+/00-, Per line (Includes international operator calls)  
 Code Restriction of 1+ (except 1+800, 1+888, and other Toll Free Numbers), Per line  
 Code Restriction of Toll Free Numbers (1+800, 1+888, and other Toll Free Numbers), Per line  
 Conference arrangements--user controlled. Six user conference bridge  
 Distinctive Ringing, per line  
 Hunting - Multiline hunt - Circular  
 Hunting - Multiline hunt - Regular  
 Hunting - Series Completion Circular, Per line  
 Hunting - Series Completion Regular, Per line  
 Message Waiting Audible (Stutter Dial Tone), Per line  
 Meet Me Conference  
 Speed Calling Long, Per controlling line (30 number)  
 Speed Calling Short, Per line (6 Numbers)  
 Station Restriction - Deny incoming from outside, Per line  
 Station Restriction - Full Denied Origination, Per line  
 Station Restriction - Full Denied Termination - Per line  
 Three Way Calling, Consultation Hold, Transfer, Per line - All Calls Unrestricted  
 Toll Restriction, Per line

## **Appendix B**

### **Conduit and Electrical Specifications for Services listed in this bid.**

#### **Conduit Requirements:**

The *successful bidder* will provide the premises entrance conduit design, trenching and premises backfill and fiber optic backbone network design for the all the bid services, *except where DCPS is conducting a complete school voice and data wiring retrofit under a separate contract. In some school/administrative district locations, a spare, empty entrance conduit may exist; thus the successful bidder can use this spare conduit without being required to add a new entrance conduit.* Prior to using the existing entrance conduits, the successful bidder will need to gain approval from DCPS Code Enforcement Division and DCPS Technology Division/Infrastructure Department.

Before the successful bidder provides cabling and conduit entrance feed into a DCPS site for the bid services, the successful bidder should coordinate with DCPS Technology Division/Infrastructure Department to determine if a particular DCPS location is included in DCPS Infrastructure Retrofit Schedule or a spare entrance conduit exists. This pre-approval is needed to determine if the successful Bidder will be required to provide the premises entrance conduit.

Where the successful bidder is required to engineer and provide the premises entrance conduit, they shall arrange any industry level BICS inspections to meet DCPS Technology Infrastructure wiring, electrical and grounding specifications found at the following DCPS website:

<http://www.duvalschools.org/static/aboutdcps/departments/techinfra/>

Where the successful Bidder needs to add new/or additional backbone entrance facilities to a DCPS premises to facilitate the addition of the remaining services listed in this bid, other than the Metropolitan Ethernet, the Successful Bidder shall coordinate with DCPS Technology Division/Infrastructure Department. This coordination is to determine if the successful bidder will be required to provide entrance conduits. When the successful bidder is required to provide entrance conduits, they should review the following web link for design and approval procedures:

<http://www.duvalschools.org/static/aboutdcps/departments/techinfra/>

DCPS Technology Division and DCPS Code Enforcement will provide approval signatures on any premises work before construction is started. DCPS Technology Division and DCPS Code Enforcement Office will also inspect the final conduit, electrical and grounding placements to ensure our stated specifications are met.

#### **Electrical Requirements:**

The successful bidder will be required to coordinate and provide all of the necessary electrical wiring, conduits, grounding requirements for their premises equipment, in DCPS locations, *except where DCPS is conducting a complete school voice and data wiring retrofit for a particular location, under a separate contract. In some school/administrative district locations sufficient electrical outlets and commercial power may exist; thus the successful bidder may use these spare electrical outlets without being required to adding or modifying the existing electrical service.* Prior to using the existing commercial power and outlets, the successful bidder will need to gain approval from DCPS Code Enforcement Division and DCPS Technology Division/Infrastructure Department.

The successful bidder should coordinate with DCPS Technology Division/Infrastructure Department to determine if a particular DCPS location is included in DCPS Infrastructure Retrofit Schedule prior to electrical work design and placement for this bid or if sufficient commercial power and outlets already exist. This pre-approval is needed to determine if the successful Bidder will be required to provide the premises electrical work to facilitate adding the services listed in this bid.

When required to provide the electrical services, the successful bidder will be responsible for securing all the necessary DCPS Code Enforcement permitting for on premises electrical work. All of the required electrical work will meet the specifications outlined in the DCPS infrastructure website

<http://www.duvalschools.org/static/aboutdcps/departments/techinfra/> and industry NECA requirements.

DCPS Technology Division and Code Enforcement Office shall approve any electrical requirements and placement prior to the start of work by the successful bidder. The DCPS also reserves the right to conduct a final inspection of all work completed by the successful bidder.